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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PATRICIA A GRIFFING, Individually and as
Personal Representative of the Estate of **JACK R.**
GRIFFING, Deceased,

Plaintiff,

vs.

VIACOMCBS INC. (f/k/a CBS
CORPORATION f/k/a VIACOM, INC.,
Successor by merger with CBS CORPORATION
f/k/a WESTINGHOUSE ELECTRIC
CORPORATION),

Defendant.

Case No. 3:20-cv-6633-MMC

~~[PROPOSED]~~ ORDER APPROVING
WRONGFUL DEATH SETTLEMENT;
VACATING HEARING

Date: ~~June 18, 2021~~

Time: ~~9:00 am~~

Judge: Hon. Maxine M. Chesney

Courtroom: 7

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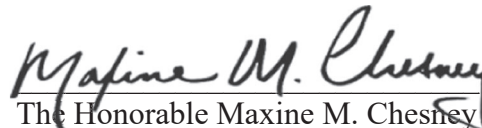
Plaintiff Patricia A. Griffing, individually and as the duly appointed Personal Representative of the Estate of Jack R. Griffing, Deceased, filed a wrongful death and survival action in this Court on September 22, 2020. Plaintiff alleges that Decedent was exposed to asbestos while serving in the United States Navy from equipment manufactured, designed, and supplied by Defendant, and that Decedent subsequently died from asbestos-related lung cancer. According to plaintiff, at the time of his death, Decedent was a resident of Charleston County, South Carolina, and his estate accordingly is being administered by the Charleston County Probate Court.

Before this Court is Plaintiff's motion for approval of a settlement agreement between Plaintiff and Defendant. This Court's approval of the settlement is required by §§ 15-51-41 and 15-51-42 of the South Carolina Code of Laws. This Court held a hearing on Plaintiff's motion on June 18, 2021, at 9:00 a.m., at which Plaintiff and counsel for Plaintiff and Defendant appeared by videoconference. The Court has reviewed the terms of the settlement agreement *in-camera*, and Plaintiff and her counsel have verified that they understand the terms of the settlement and believe it is fair and reasonable. Plaintiff further wishes to allocate ^{fifty}~~ninety~~ percent of the settlement amount to the wrongful death claim and ^{fifty}~~ten~~ percent to the survival claim.¹ Attorney's fees and costs will be paid out of the settlement proceeds pursuant to the agreement between Plaintiff and her counsel.

having considered the instant motion and the papers submitted in support thereof, The Court, [^]finds and concludes that the settlement agreement between Plaintiff and Defendant is fair and equitable and hereby approves the same.² Plaintiff is authorized to execute a proper covenant not to execute and/or release as to Defendant and all other documents necessary to conclude the settlement. ~~The covenant not to execute and/or release shall be binding upon Plaintiff individually and as personal representative and statutory beneficiary of Decedent's estate.~~

IT IS SO ORDERED.

Dated: June 11, 2021


The Honorable Maxine M. Chesney
Senior United States District Judge

¹ In her Supplemental Motion for Approval of Wrongful Death and Survival Settlement, plaintiff states she wishes to amend the instant motion "to state that the settlement with [defendant] is being divided evenly between the wrongful death and survival claims." (See Suppl. Mot. ¶ 7.)

² In light thereof, the hearing scheduled for June 18, 2021, is hereby VACATED.